

JOHN R. KROGER  
Attorney General  
LIANI J. H. REEVES #01390  
Assistant Attorney General  
Department of Justice  
1162 Court Street NE  
Salem, OR 97301-4096  
Telephone: (503) 947-4700  
Fax: (503) 947-4791  
Email: liani.j.reeves@doj.state.or.us

Attorneys for Defendant

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
EUGENE DIVISION

FARAH IBRAHIM,

Plaintiff,

v.

THE STATE OF OREGON, by and through  
THE OREGON STATE BOARD OF  
HIGHER EDUCATION by and through  
OREGON STATE UNIVERSITY,

Defendant.

Case No. 6:09-cv-00086-TC


NOTICE OF SETTLEMENT

Pursuant to ORS 17.095, the State notifies the court that this action has been settled pursuant to the terms of a Release and Settlement Agreement, a copy of which is attached as Exhibit 1.

DATED this 20<sup>th</sup> day of April, 2010.

Respectfully submitted,

JOHN R. KROGER  
Attorney General

  
LIANI J. H. REEVES #01390  
Assistant Attorney General  
Trial Attorney  
Tel (503) 947-4700  
Fax (503) 947-4791  
liani.j.reeves@doj.state.or.us  
Of Attorneys for Defendant

## **RELEASE AND SETTLEMENT AGREEMENT ("AGREEMENT")**

(1) There is currently an action pending in federal court, United States District Court, Case No. 6:09-cv-00086-TC, entitled *Farah Ibrahim v. The State of Oregon by and through The State Board of Higher Education by and through Oregon State University*.

(2) Plaintiff Farah Ibrahim ("Ibrahim") is represented by Elizabeth McKanna, McKanna Bishop Joffe & Arms LLP. Defendant State of Oregon is represented by Liani J.H. Reeves, Assistant Attorney General.

(3) (a) In consideration for payment of the sum of One-Hundred and Fifty Thousand Dollars (\$150,000.00) as set forth in paragraph 3(b), Ibrahim does hereby and for her heirs, executors, administrators, successors and assigns, release, acquit and forever discharge the Defendant from any and all claims (including but not limited to lawsuits, administrative claims and/or grievances) of whatsoever nature, direct or indirect, known or unknown, associated with her employment with and resignation from employment with Oregon State University as of this date, and all claims of whatsoever nature which have been or could have been asserted as of this date against any agency, officer, agent or employee of the State, including defendants. This waiver and relinquishment by Ibrahim also includes her agreement that the filing and resolution of the above entitled lawsuit, as well as the specific facts and claims alleged in the lawsuit, the settlement, and its terms, conditions, and amount, shall not be offered as a basis of any future claims or actions Ibrahim may have against the State of Oregon, or any of its agencies, officers, agents, and employees, except in connection with a claim alleging breach of this Agreement. Attachment A, incorporated here by reference, contains the specific procedures for release of claims under the ADEA and Older Worker Benefit Protection Act.

(3) (b) The settlement will be allocated as follows:

(1) A check to Farah Ibrahim in the amount of \$6,250.00 in settlement for economic-damages.

(2) A check to Farah Ibrahim in the amount of \$93,750.00 in settlement for disputed claims, including compensation for pain and suffering.

(3) A check to McKanna Bishop Joffe & Arms, LLP for \$50,000.00 for attorneys fees, costs and expenses.

(4) In further consideration for the foregoing release and dismissal with prejudice by Ibrahim, the parties agree that Ibrahim will have the opportunity to have an in person thirty-minute meeting with the General Counsel of Oregon State University, Meg Reeves. The meeting will occur in Corvallis, Oregon, at a time and location mutually convenient to Ibrahim and Meg Reeves.

(5) Ibrahim shall take all steps necessary to effect dismissal with prejudice in the above-captioned proceeding with the parties paying their own attorney fees and costs.

(6) Ibrahim assumes responsibility for all unsatisfied bills, charges, costs, attorneys fees, liens, subrogation rights, and reimbursement rights, which are or may be presented or held by other persons or organizations having provided services, or other value to her or on her behalf as a result of the injuries and damages arising out of the incidents described and referred to herein. She further agrees to defend, indemnify and hold harmless from any such claims the parties being released, their agents, representatives, successors, and assigns. However, nothing in this paragraph shall be construed to mean that Ibrahim is liable for any of the fees, costs or other expenses incurred by the State in this litigation.

(7) The parties to this agreement agree that no party warrants or represents how the United States Internal Revenue Service or other governmental taxing authorities will treat the

payments described above for tax purposes, and agree that no further payment of money to plaintiff from defendant will be due in the event that the payments or the release of claims embodied in this Agreement or any portion thereof is found by a government taxing authority to be, or result in, tax liability to any party. Each party shall bear its own tax liability, if any, resulting from this Agreement.

(8) The parties understand and agree that this Release and Settlement Agreement represents a full and final compromise, satisfaction and resolution of all of Ibrahim's disputed claims, and Ibrahim acknowledges that she relinquishes her claims voluntarily and knowledgeably.

(9) The parties understand and agree that execution of this Release and Settlement Agreement will not constitute or be construed as an admission of liability by any party.

(10) The parties understand and agree that this Release and Settlement Agreement states the entire agreement between the parties in settlement of the above-captioned case, and that the terms of this agreement are contractual and not merely recitals.

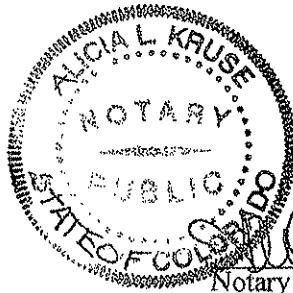
(11) The parties further state that they have carefully read the foregoing Release and Settlement Agreement, know the contents thereof, and sign the same as their own free will.

(12) Pursuant to ORS 17.095, the terms and condition of this settlement are not confidential.

DATED this 5 <sup>April</sup> day of ~~January~~, 2010.

  
Farah Ibrahim  
Plaintiff

SUBSCRIBED AND SWORN to before me this 5 <sup>April</sup> day of ~~January~~, 2010.



Notary Public for Oregon Colorado  
My Commission Expires: ~~MY COMMISSION EXPIRES~~ 4/23/2011

APPROVED AS TO FORM AND CONTENT:

Elizabeth McKanna  
Elizabeth McKanna # 893067  
Of Attorneys for Plaintiff

3/11/10  
Date

Liani J.H. Reeves  
Liani J.H. Reeves # 013904  
Of Attorneys for Defendants

4/14/2010  
Date

## Attachment A

## Age Discrimination in Employment Act Release

1. In compliance with the Age Discrimination in Employment Act of 1967 (29 USC § 621 *et seq.*) (ADEA), this is notification to Farah Ibrahim to consult with legal counsel prior to signing this release.
2. Farah Ibrahim acknowledges that she may, but is not required to, take up to 21 days to sign this Age Discrimination in Employment Act Release designated as Attachment A to this agreement.
3. Farah Ibrahim has seven (7) days following the date she signs this Attachment to the agreement to revoke her waiver of claims under the ADEA, and this portion of the agreement will not become effective until the revocation period has expired. For such revocation to be effective, written notice of Farah Ibrahim's intent to revoke must be sent or delivered to Liani J.H. Reeves, Assistant Attorney General, at the address listed below, and the written notice must be *received* by Ms. Reeves by midnight on the seventh calendar day after Farah Ibrahim signs this Attachment.

## Mailing Address:

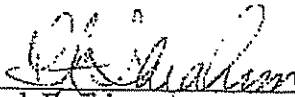
Liani J.H. Reeves  
 Assistant Attorney General  
 Oregon Department of Justice  
 Trial Division  
 1162 Court Street NE  
 Salem, Oregon 97301-4096

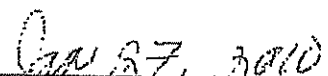
- OR -

## Hand Delivery Address:

Liani J.H. Reeves  
 Assistant Attorney General  
 Oregon Department of Justice  
 Trial Division  
 Commerce Building  
 158 12<sup>th</sup> N.E.  
 Salem, Oregon

4. By signing this document, Farah Ibrahim waives any and all claims under the ADEA as of the date of this signature and realizes that neither she nor anyone on her behalf can sue Employer or any of its agents, employees, or insurers and their successors for any claims of discrimination based on age during the time she was employed by Oregon State University.

  
 Farah Ibrahim


  
 Date

CERTIFICATE OF SERVICE

I certify that on April 20<sup>th</sup>, 2010, I served the foregoing NOTICE OF SETTLEMENT upon the parties hereto by the method indicated below, and addressed to the following:

Elizabeth A. McKanna  
McKanna Bishop Joffe & Arms LLP  
1635 NW Johnson Street  
Portland OR 97209

☐ HAND DELIVERY  
☐ MAIL DELIVERY  
☐ OVERNIGHT MAIL  
☐ TELECOPY (FAX) 503-226-6121  
☐ E-MAIL [lmckanna@mbjlaw.com](mailto:lmckanna@mbjlaw.com)  
☒ E-FILE

  
LIANI J. H. REEVES #01390  
Assistant Attorney General  
Trial Attorney  
Tel (503) 947-4700  
Fax (503) 947-4791  
[liani.j.reeves@doj.state.or.us](mailto:liani.j.reeves@doj.state.or.us)  
Of Attorneys for Defendant